

94-2094835

Recording requested by:

California Department of Transportation
District 7, *R/W EXCESS LAND*
120 South Spring Street
Los Angeles, CA 90012

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 1 P.M. NOV 21 1994
PAST

When Recorded, Mail To:

California Environmental Protection Agency
Department of Toxic Substances Control
Site Mitigation Branch, Region 3
1011 North Grandview Avenue
Glendale, CA 91201
Attention: Chief, Site Mitigation Branch

COVENANT
TO RESTRICT THE USE OF PROPERTY
CALTRANS SITE 15, IMPERIAL AND WESTERN

FREE P

This Covenant and Agreement (Covenant) is made on the
10th day of November 1994, by the California Department of
Transportation (Covenantor), who is the owner of record of certain
property situated in the County of Los Angeles, State of
California, described in Exhibit "A" attached hereto and
incorporated herein by this reference (the Property) and by the
California Environmental Protection Agency, Department of Toxic
Substances Control (the Department), with reference to the
following facts:

A. This Property, as described in Exhibit A, also referred
to as Site 15, contains hazardous substances. The
Property was an uncontrolled landfill from the 1920s to
the 1960s. A mix of construction debris including
asphalt, brick, concrete, wood, and coal were disposed of
at the Property. Lead contamination is present at
elevated levels, but averages less than 280 parts per

1 million. During the 1940s, oil wells were drilled at
2 locations south of the Property. Organic compounds,
3 including various hydrocarbons, are present in the soil.
4 The remedial investigation shows that the contamination
5 is located between 5 and 25 feet below the surface in an
6 area approximately 100 yards by 50 yards in the western
7 portion of the Property. This property is a designated
8 State Superfund site.

9 Potential health effects. Lead in the soil is a hazardous
10 material. Primary exposure routes include direct contact with,
11 ingestion, and inhalation of contaminated soil.

12 Surrounding land use. The land surrounding the Property is
13 primarily residential. An occupied apartment complex is south of
14 the Property. Residential homes, a nursery school and a plant
15 nursery are east of the Property. A fenced area used for petroleum
16 storage tanks and process equipment by an oil company is south of
17 the Property.

18 B. Covenantor desires and intends that in order to protect
19 the present or future public health and safety, the
20 Property shall be used in such a manner as to avoid
21 potential harm to persons or property which may result
22 from hazardous substances which have been deposited on
23 portions of the Property.

24 **ARTICLE I**
GENERAL PROVISIONS

25 1.01 Provisions to Run with the Land. This Covenant sets
26 forth protective provisions, covenants, restrictions, and
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1 conditions (collectively referred to as "Restrictions") upon and
2 subject to which the Property and every portion thereof shall be
3 improved, held, used, occupied, leased, sold, hypothecated,
4 encumbered and/or conveyed. Each and all of the Restrictions shall
5 run with the land, and pass with each and every portion of the
6 Property, and shall apply to and bind the respective successors in
7 interest thereof. Each and all of the Restrictions are imposed
8 pursuant to California Health and Safety Code Section 25355.5.
9 Each and all of the Restrictions are enforceable by the Department
10 under California Health and Safety Code Section 25355.5.

11 1.02 Concurrence of Owners Presumed. All purchasers,
12 lessees, or possessors of any portion of the Property shall be
13 deemed by their purchase, leasing, or possession of such Property,
14 to be in accord with the foregoing and to agree for and among
15 themselves, their heirs, successors, and assignees, and the agents,
16 employees, and lessees of such Owners, heirs, successors, and
17 assignees, that the Restrictions as herein established must be
18 adhered to for the benefit of future Owners and Occupants and that
19 their interest in the Property shall be subject to the Restrictions
20 contained herein.

21 1.03 Incorporation into Deeds and Leases. Covenantor desires
22 and covenants that the Restrictions set out herein shall be
23 incorporated by reference in each and all deeds and leases of any
24 portion of the Property.

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1 1.04 Future Modifications. This Covenant may be modified
2 consistent with applicable law or as necessary to fully implement
3 the requirements of the approved Remedial Action Plan (RAP).

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5 **ARTICLE II**
6 **DEFINITIONS**

7 2.01 Property. "Property" shall mean that area as
8 described in Exhibit A attached herein.

9 2.02 Department. "Department" shall mean the California
10 Environmental Protection Agency, Department of Toxic Substances
11 Control, and shall include its successor agencies, if any.

12 2.03 Improvements. "Improvements" shall mean all buildings,
13 roads, driveways, regrading, and paved parking areas, hereafter
14 constructed or placed upon any portion of the Property.

15 2.04 Occupants. "Occupants" shall mean those persons
16 entitled by ownership, leasehold, or other legal relationship to
17 the exclusive right to occupy any portion of the Property.

18 2.05 Owner. "Owner" shall mean the Covenantor or its
19 successors in interest, including heirs, and assigns, who hold
20 title to all or any portion of the Property.

21 **ARTICLE III**
22 **DEVELOPMENT, USE, CONVEYANCE OF THE PROPERTY**

23 3.01 Restrictions on Use. Covenantor promises to restrict
24 the use of the Property as follows:

25 The Property shall not be used, absent written Departmental
26 approval, for residential, agricultural, commercial or industrial
27 purposes, schools, child care facilities, convalescent homes and/or

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1 any other facility for full time human habitation. If any person
2 wishes to use the Property for purposes that may result in human
3 exposure to site contaminants, the Department may require further
4 investigation, including, but not limited to, evaluation of the
5 risk to occupants of such facilities, feasibility of construction
6 of such facilities, and the impact of construction of such
7 facilities on public health and the environment.

8 3.02 Conveyance of Property. The Owner(s) shall provide
9 notice to the Department of any sale, lease, or other conveyance of
10 the Property or an interest in the Property to a third person
11 within thirty (30) days of such conveyance. The Department shall
12 not, by reason of the covenant, have authority to approve,
13 disapprove, or otherwise affect any sale, lease or other conveyance
14 of the Property except as otherwise provided by law.

15 3.03 Enforcement. Failure of the Owner(s) to comply with
16 any of the requirements, as set forth in paragraph 3.01, shall be
17 grounds for the Department, by reason of the Covenant, to require
18 that the Owner(s) modify or remove any Improvements constructed in
19 violation of that paragraph. Any violation of the Covenant shall
20 be grounds for the Department to file a civil action and/or any
21 other legal or equitable remedy, against the Owner(s) as provided
22 by law.

23 3.04 Notice of Agreements. All Owners and Occupants shall
24 execute a written instrument which shall accompany all purchase,
25 lease, sublease, or rental agreements relating to the Property.
26 The instrument shall contain the following statement:

1 "The land described herein contains hazardous substances.
2 Such condition renders the land and the owner, lessee, or
3 other possessor of the land subject to requirements,
4 restrictions, provisions and liabilities contained in
5 Chapter 6.5 and Chapter 6.8 of Division 20 of the California
6 Health and Safety Code. This statement is not a declaration
7 that a hazard exists."

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9 **ARTICLE IV**
VARIANCE AND TERMINATION

10 4.01 Variance. The Covenantor, or any Owner, or with the
11 Owner's consent, any Occupant of the Property or any portion
12 thereof may apply to the Department for a written variance from the
13 provisions of this Covenant. Such application shall be made in
14 accordance with California Health and Safety Code, Section 25233.

15 4.02 Termination. The Covenantor, or any Owner, or with the
16 Owner's consent, any Occupant of the Property or any portion
17 thereof may apply to the Department for a termination of the
18 Restrictions as they apply to all or any portion of the Property.
19 Such application shall be made in accordance with California Health
20 and Safety Code, Section 25234.

21 4.03 Term. Unless terminated in accordance with paragraph
22 4.02 above, by law or otherwise, this Covenant shall continue in
23 effect in perpetuity.

24 **ARTICLE V**
MISCELLANEOUS

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26 5.01 No Dedication Intended. Nothing set forth herein shall
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1 be construed to be a gift or dedication, or offer of a gift or
2 dedication, of the Property or any portion thereof to the general
3 public for any purposes whatsoever.

4 5.02 Notices. Whenever any person gives or serves any
5 notice, demand, or other communication with respect to this
6 Covenant, each such notice, demand, or other communication shall be
7 in writing and shall be deemed effective 1) when delivered, if
8 personally delivered to the person being served or to an officer of
9 a corporate party being served or official of a government agency
10 being served, or 2) three (3) business days after deposit in the
11 mail if mailed by United States mail, postage paid certified,
12 return receipt requested:

13 To: California Department of Transportation
14 District 7
15 120 South Spring Street
Los Angeles, California 90012
Attn: Chief, Project Development Branch A

16 Copy to: California Environmental Protection Agency
17 Department of Toxic Substances Control
Region 3
18 1011 North Grandview Avenue
Glendale, California 91201
19 Attn: Chief, Site Mitigation Branch

20 (Any party to this Covenant, or bound thereby, may effect a change
21 of address by notifying other parties bound by this Covenant, in
22 writing, of the address change)

23 5.03 Partial Invalidity. If any portion of the Restrictions
24 set forth herein or terms is determined to be invalid for any
25 reason, the remaining portions shall remain in full force and
26 effect as if such portion had not been included herein.
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1 5.04 Article Headings. Headings at the beginning of each
2 numbered article of this Covenant are solely for the convenience of
3 the parties and are not a part of the Covenant.

4 5.05 Recordation. This instrument shall be executed by the
5 Covenantor and by the Regional Branch Chief, Department of Toxic
6 Substances Control. This instrument shall be recorded by the
7 Covenantor in the County of Los Angeles within ten (10) days of the
8 date of execution.

9 5.06 References. All references to the California Health and
10 Safety Code sections include successor provisions.

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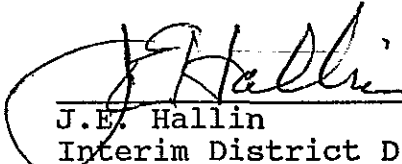
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1 IN WITNESS WHEREOF, the parties execute this Covenant as of the
2 date set forth above.

3 OWNER/COVENANTOR
4 CALIFORNIA DEPARTMENT OF TRANSPORTATION

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6 
7 J.E. Hallin
8 Interim District Director, District 7
9 California Department of Transportation
10 120 South Spring Street
11 Los Angeles, California 90012

12 DATE: 11-7-94

13
14 DEPARTMENT OF TOXIC SUBSTANCES CONTROL

15
16 
17 Hamid Saebfar, Chief
18 Site Mitigation Branch
19 Regions 3 & 4
20 California Environmental Protection
21 Agency
22 Department of Toxic Substances Control
23 1011 N. Grandview Avenue
24 Glendale, California 91201

25
26
27 DATE: 11/10/94

1 STATE OF CALIFORNIA)
2)
3 COUNTY OF LOS ANGELES)

4 on NOVEMBER 7, 1994 before me, the undersigned, a
5 Notary Public in and for said state, personally appeared
6 J. E. HALLIN, personally known to me or proved to me
7 on the basis of satisfactory evidence to be the person who executed
8 the within instrument as DISTRICT DIRECTOR, CALTRANS,
9 of the corporation that executed the within instrument, and
10 acknowledged to me that such corporation executed the same pursuant
11 to its bylaws or a resolution of its board of directors.
12

13 WITNESS my hand and official seal.
14

15
16 C. E. Winter

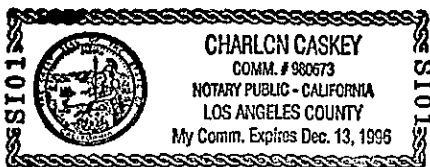
17 Notary Public in and for said
18 County and State
19



1 STATE OF CALIFORNIA)
2)
3 COUNTY OF LOS ANGELES)

4 On Nov. 10, 1994 before me, the undersigned, a Notary
5 Public in and for said state, personally appeared HAMID JAEFFAR,
6 personally known to me or proved to me on the basis of satisfactory
7 evidence to be the person who executed the within instrument as
8 CHIEF, SITE MITIGATION BRANCH, of the California Environmental Protection
9 Agency, Department of Toxic Substances Control, the agency that
10 executed the within instrument, and acknowledged to me that such
11 agency executed the same.

12
13 WITNESS my hand and official seal.



Charlon Caskey
Notary Public in and for said
County and State

Written by: A Gibson
Checked: VJA
sdc

07-LA-105-5.2
Parcel: 60748-01-01
50532-01-01
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SITE 15 EXHIBIT A
 LEGAL PROPERTY DESCRIPTION

Those portions of Lot 1 and Lot 6 of R. W. Poindexter's
Subdivision in the County of Los Angeles, State of California, a
portion of Section 12, Township 3 South, Range 14 West, SBBM as
per map recorded in Book 59, page 82 of Miscellaneous Records, in
the office of the County Recorder of said County, for a
restricted zone area for hazardous waste, described as follows:

Beginning at a point 192.00 feet north of the southerly line
of Lot 6 along the easterly line of that portion of Lot 6
described in deed to the County of Los Angeles, recorded in Book
D1355, page 234; thence along said easterly line N 00° 08' 42" E,
a distance of 56.52 feet; thence perpendicular to the last
mentioned course, S 89° 51' 18" E, 20.00 feet; thence at right
angle to the previous course N 00° 08' 42" E, 43.00 feet; thence
perpendicular to the last mentioned course, N 89° 51' 18" W, to
the easterly line of that portion of Lot 6 as described in deed
to the County of Los Angeles, recorded in Book 12611, page 230;
thence along the easterly line of said deed, N 00° 08' 42", a
distance of 65.22 feet; thence N 76° 31' 05" E, 222.56 feet;
thence S 88° 30' 00" E, 139.68 feet; to the Easterly line of
Lot 6, thence along said Easterly line of said Lot 6,
S 00° 08' 42" W, 213.29 feet to a point 192.00 feet from the
Southerly line of Lot 6, thence N 89° 57' 05" W, 345.94 feet to
the point of beginning.

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This real property description has been prepared by me, or
under my direction, in conformance with the Professional Land
Surveyors Act.

Signature

Virgil J. Archambault
Licensed Land Surveyor

Date

4-27-94



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GENERAL DEPICTION OF RESTRICTED PROPERTY

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

